

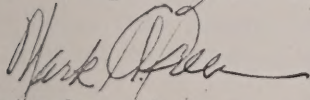
MEMORANDUM

January 25, 1968

To: Boston Redevelopment Authority  
From: Mark A. Breen, Assistant Development Officer  
Subject: Mark A. Breen Memorandum of December 8, 1967 to James G. Dolan in Re: "Federal Concurrence in Proposed Disposition Documents"

I would like to make it very clear to the Authority and whoever else was or is a party to the subject matter above-mentioned, that the sole allegation intended by the Memorandum of December 8 was that Mr. Dolan was not using his best judgment in expediting certain disposition transactions in the face of circumstances existing at that time. There was not then and there is not now any allegation intended of unethical conduct or illegality on Mr. Dolan's part, as was fully explained to all the distributees of the memorandum, except Walter Smart, in a meeting called by Mr. Francis X. Cuddy on Thursday, December 14, 1967.

The attached is a synopsis of the series of events which led to the composition of the memorandum.

  
Attachment

MEMORANDUM

To: Boston Redevelopment Authority January 25, 1968

From: Mark A. Breen, Assistant Development Officer *MAB*

Subject: Mark A. Breen Memorandum to James G. Dolan in Re:  
"Federal Concurrence in Proposed Disposition Transactions"

I would like to clarify the general background and the specific series of events which prompted my Memorandum of December 8, 1967 with regard to Federal concurrence in the proposed disposition of Parcel R-2 in the South Cove Urban Renewal Area and Parcels C-5A and C-5B in the Washington Park Urban Renewal Area.

On January 1, 1965, a brick wall collapsed at the first 221(d)(3) moderate income housing development to be occupied under the Boston Development Program, Marksdale I. A full-scale staff investigation was ordered immediately by the then Development Administrator, Edward J. Logue, to determine where the responsibility lay for the wall failure. Based upon a thorough examination conducted by the Authority's Design Review Staff, a report was submitted to Mr. Logue by Mr. James Dolan on January 12, 1965, indicating that the probable cause of the failure was poor workmanship on the part of the Developer-BUILDER, Development Corporation of America. The event was fully reported in the Boston news media, including the publication of a demand by Marksdale tenants for a legislative inquiry into the matter if the situation were not corrected satisfactorily by the entities directly involved. On January 7, 1965 the City of Boston Building Commissioner ordered the developer to reinforce all brick veneer walls at Marksdale I based on the finding that adhesion of the brick work to the wood frames was inadequate due to insufficient backing.

On January 18, 1965 the Boston City Council adopted a resolution questioning the integrity of Boston's 221(d)(3) housing program, specifically pointing out both Marksdale I and another D.C.A. - built 221(d)(3) development, Academy Homes I, as the basis of its inquiry. The primary contention of the Council resolution was that Academy Homes I was structurally defective and that Marksdale I had had a structural failure.

On March 12, 1965, the Executive Vice-President of the Development Corp. of America, Mr. James Linehan, reacted to the criticism of the City Council by addressing a letter in defense of its success at Marksdale I and Academy I, excerpts of which follow:

1. "...Statements which in any way question the structural reliability of the Academy Homes construction system, therefore, are completely unwarranted. Critics of this kind of innovation have been or should be silenced. (emphasis supplied) The construction progress pioneered at Academy Homes has been proved, by expert testing and analysis, to be a successful venture..."

2. "...At the Marksdale Gardens Development, we have constructed a completely conventional building whose design and specifications can be compared with such design for hundreds of thousands of garden apartments being built in Boston, in Massachusetts and all over the United States. To question the technological validity of such construction is to question the reliability of all such construction, proven by decades of successful experience."

Since 1965, tenant complaints have continued to mount in number and severity; field inspection reports from Authority field representatives bear continued witness to the substandard construction practices and materials at every D.C.A. - built development, culminating in a Memorandum of September 20, 1967 from Mr. Dolan to Mr. Hackguson, B.R.A. Site Inspector, reciting that the Marksdale Gardens Corporation had made serious allegations concerning substandard construction at Marksdale I particularly in regard to structural defects and buildings which were settling, and, also that formal complaints had been lodged against the developer with both the Boston and Washington Federal Housing Administration offices.

During the summer of 1966 conditions at Academy I had reached the point where tenants organized a Tenants Complaint Division and finding no satisfaction in prolonged negotiation with the developer, wrote to Senator Kennedy, Speaker McCormack and various other public officials requesting a redress of their grievances.

On November 26, 1967 Mr. Dolan asked that I submit copies of the proposed Land Disposition Agreement for Parcel R-2 in the South Cove Urban Renewal Area to the Federal Government for approval, a practice and procedure which would have been in direct violation of Federal correspondence dated May 22, 1967 indicating that from that date proposed disposition transactions would neither be reviewed nor approved unless the requirements of the Urban Renewal Manual had been completely fulfilled. After bringing to Mr. Dolan's attention the contents of said Federal Memo, I orally refused to take this action and run the risk of jeopardizing the excellent administrative rapport I had developed with Federal land disposition officials in New York and Washington. The proposed developer of this site was the Development Corporation of America.

On December 7, 1967 Mr. Dolan by memorandum instructed me to accelerate Federal approval of the proposed disposition of Parcels C-5A and C-5B in the Washington Park Urban Renewal Area, although a memorandum of December 6, 1967 to Mr. Dolan from the Director of Family Relocation verified eleven serious allegations of a tenant at the D.C.A. - built cooperative housing at Academy II; and, because of his investigations cautioned Mr. Dolan from proceeding with any further negotiations with this developer. The proposed developer for Parcels C-5A and C-5B is the Development Corporation of America.

Based on the foregoing facts I initiated a memorandum of December 8, 1967 to Mr. Dolan pointing out that I could not in conscience request that the Federal Government approve the proposed disposition of two additional sites to the Development Corporation of America until that developer had resolved the serious allegations which had been made against it by irate tenants and cooperative owners - because confirmed reports were circulating that the tenants were actually considering 'tearing the whole place down' and a local television station that week had aired a program showing a young couple with a baby at Academy II who had been without heat, hot water or light for three cold days due to the damage caused to the structure by excessive rain.

- 3 -

Mr. Logue was extremely upset when apprised of the initial wall failure at Marksdale I and the subsequent adverse publicity generated by the event as well as the continual expressions of tenant unrest and dissention at the several (d) (3) developments.

While I regret the inconvenience which my action may have caused, my intentions were to do what was right and in the best interests of the Authority; the City of Boston and the Federal Government.

I was in error in not going first to the Development Administrator. Should such a situation arise again, I would take the matter up initially with the Development Administrator before taking any other step.

*Wick*

INTER-OFFICE COMMUNICATION

TO Messrs. Breen and Novack  
FROM Mr. Dolan  
DATE December 7, 1967  
SUBJECT ST. JOSEPH'S HOUSING

By noon tomorrow, Friday, I would like a status report on where we stand administratively with the St. Joseph's proposal. (1) Have public disclosure forms been submitted and if so, has publication occurred? If the forms were submitted, were they submitted by the corporation which has been formed and which will take title to the land and become the mortgagor? (2) Has the LDA been prepared and if not complete, at what stage is it? (3) Has any submission on this proposed disposition been made to RAA?

The site improvements contractor is accelerating his work and we should be in a position to convey this land to the redeveloper by mid-January. We will need to have an approved LDA and the final parcel plan, legal description, etc. at that time.

One unresolved question involves lots containing two houses on Circuit Street south of the rectory. These houses are slated for acquisition but it is not yet known whether they will be demolished and the land included within the St. Joseph's FHA insured parcel or whether the land will be sold to the church separately for rehabilitation of the buildings. This matter should be resolved by Wednesday of next week at which time final parcel delivery plans should be ordered.

JGD/md

Mr. Dolan

Mr. Breen

November 27, 1967

PARCEL R-2 SOUTH COVE SUBMISSION OF PROPOSED LEA'S

You may recall when Esther Maletz submitted the proposed LEA's for City Bank and Trust, this prompted the RAA correspondence of May 22, 1967 indicating that they would neither review nor approve the agreement without manual compliance and also reciting our requests for similar approvals in the past.

Do you want to submit nevertheless or wait until we can put the entire package together?

NAB/md

cc: Lareau, Movack

Mr. Dolan

Messrs. Breen and Novack

December 8, 1967

ST. JOSEPH'S HOUSING

We will again request 6004's from  
St. Joseph's and publish immediately upon  
receipt. A draft LDA and Deed are under  
preparation. Final parcel delivery plans  
will be ordered as soon as the disposition  
of lots on Circuit Street is resolved.  
Proposed disposition documents will be sent  
to HUD for review prior to December 20, 1967.

/md

December 21, 1967

MEMORANDUM

TO: Boston Redevelopment Authority

FROM: Francis X. Cuddy, Development Administrator

SUBJECT: Mark Breen's Memorandum to Mr. James Dolan

I received a copy of the attached memorandum by mail on December 11, 1967. Copies were also mailed to the addressee, James Dolan, and Messrs. Simonian, McMorrow, Smart, Thompson and Miss Maletz. Since receiving the memorandum, I have investigated the matter thoroughly and find that the charges contained therein are wholly un-substantiated and have absolutely no basis in fact.

In the presence of Mr. McMorrow, I interrogated Mr. Breen at length on December 12, and on December 14 in the presence of Messrs. Simonian, McMorrow, Thompson and Miss Maletz, interrogated Mr. Dolan and Mr. Breen.

The only "damaging correspondence" which Mr. Breen was able to produce to substantiate his charges was the attached transmittal memorandum from Mr. Smart to Mr. Dolan, and the accompanying letter from an Academy Homes tenant to the Development Corporation of America. My investigation disclosed that this was a routine letter which was sent to Mr. Smart, and of which Mr. Dolan requested a copy.

This development is not yet fully occupied, and complaints of this nature are far from unusual. The owner of each 221-d-3 project is responsible to FHA for construction defects for one year through a latent defects bond. Although the Authority has no legal responsibility for routine management complaints of this nature, I know that the staff has been cooperating closely and working effectively to investigate each complaint and persuade the owner, builder, or FHA, as the case may be, to take remedial action wherever appropriate.

Although Mr. Dolan is in no way responsible for the construction or operation of these developments, he has worked closely with the Project Director, Mr. Thompson; the Family Relocation Director, Walter Smart; the Architectural Coordinator, Mr. Prince, whose duty it is to supervise construction; and Mr. Prince's assistant, Mr. Hackenson, who is our field inspector, in investigating all complaints.

Without belaboring the point, I am well satisfied that the staff members involved have coordinated their efforts and taken all of the measures which this routine complain deserves. As we all know, complaints of this nature are common even in the more expensive developments.

At the second interview, Mr. Breen made two different explanations of what he meant by "preferential treatment" as alleged in his memorandum. First, he stated that Mr. Dolan gave "preferential treatment" to Development Corporation of America by directing the initiation of all steps necessary regarding public disclosure and preparation of legal documents so that the Authority would be in a position to convey land by mid-January to St. Joseph's Church, which had been designated as the sponsor by the Authority in July 1965. It should be pointed out that Mr. Dolan as head of the Community Development Division is Mr. Breen's direct superior, and Mr. Breen's extraordinary insubordination in stating he was "going to reject your request" is unworthy of further comment.

Secondly, Mr. Breen explained "preferential treatment" as the continued designation of Development Corporation of America as developer of several parcels even after complaints from tenants of defects in construction.

Although I made the point as forcefully as possible, I was unable to make Mr. Breen understand that Mr. Dolan was simply carrying out the policy and directives established by the Board. He did concede that developers were selected by the Authority upon the recommendation of the Development Administrator. He further agreed that Mr. Dolan played no direct role in the selection of developers.

Unfortunately, nearly all members of the BRA staff are aware of this situation with varying degrees of knowledge as to the details. As written, the charges are of a very serious nature, perhaps amounting to criminal misconduct, and involve, because of the peculiar phraseology, by implication at least, the FHA, the present and former Development Administrator and the Authority staff.

[REDACTED]

In any event, as an attorney subject to a Code of Professional Ethics, and as a senior and very responsible member of the BRA staff, Mr. Dolan is extremely concerned about the protection of his good name. I am concerned with the effect upon staff supervisors if they learn that subordinates can take actions similar to Mr. Breen's and remain unpunished.

I am submitting this matter to the Board because of the serious nature of the charges and the demand by Mr. Breen that the Board conduct an investigation. Furthermore, Mr. Dolan has requested that the Authority clear up this matter at the earliest possible date.

It is my firm opinion that Mr. Breen has evidenced, at the very least, incredibly bad judgment and has made wild, harmful and untrue accusations against a sincere and honest staff member.

It is my recommendation that the Authority interview both Mr. Breen and Mr. Dolan in executive session and take appropriate action.

Attachments

1. Memo dtd. 12/8/67, Breen to Dolan
2. Memo dtd. 12/6/67, w/att. Smart to Dolan

James G. Dolan, Director of Community Development

Mark A. Breen, Assistant Development Officer

December 8, 1967

Request for Federal Concurrence-Disposition Documents  
Parcel R-2 South Cove  
Parcels C-5A and C-5B Washington Park

You seem anxious to accelerate our normal disposition procedure for the above parcels which involve the Development Corporation of America, a position I find hard to accept in the light of Walter Smart's memorandum of December 6 verifying the very serious allegations of a resident at Academy II and urging your restraint in further negotiations with D.C.A. until the problems there are satisfactorily resolved.

In line with Walter's memorandum and similar circumstances that have come to my attention, I am going to reject your request for Federal concurrence in these proposed disposition transactions pending a thorough investigation by our staff at Academy II and also into the numerous substantiated rumors of discontent surrounding other housing developments that are currently circulating, as well as your handling of our moderate income housing program over the past four years.

Since the B.R.A. has acted on these matters, I am also going to ask the Secretary to bring the contents of this damaging correspondence to the attention of the Authority in order that the members of the Board may be aware of what I believe is a potentially explosive situation and one which demands their immediate notice so that the interests of the Authority may be fully protected.

Further, a copy of this memorandum is being sent to Esther Maletz for her information in regard to the proposed conveyance of the Sears Crescent to D.C.A. on January 15, 1968, which I feel should be postponed until this matter is ameliorated to the complete satisfaction of all the parties involved.

As you have been well aware for some time, I have been seriously concerned with your conduct in the handling of our 221 (d)(3) Program and the preferential treatment you have accorded to

certain developers despite numerous warnings since 1963 that your policy of 'anything goes to keep the rents down' could only lead to the disastrous consequences that we are now approaching.

I am sincerely shocked that you are falling all over yourself to deliver more sites while the cries from the ghetto go unanswered and while these problems continue to mount unchecked and unheeded.

cc: Cuddy, Simonian, McMorrow, Smart, Maletz, Thompson

INTER-OFFICE COMMUNICATION

FRD MEMORANDUM NO. 1442

TO James Dolan, Director of Community Development  
FROM Walter L. Smart, Director of Family Relocation  
DATE December 6, 1967  
SUBJECT ATTACHED LETTER

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Attached is the letter you requested. I have discussed this with a couple of other tenants at Academy and it appears that there is a great deal of truth in the complaints contained within this letter. I believe we had better have a discussion with Mr. Linehan before we get too far involved with him on additional sites.

WLS:bjr

M-1442 / 12-6-67 / WLS:JD

(COPY)

Roxbury, Massachusetts  
November 30, 1967

Mr. James Linnehan  
Development Corporation of America  
31 Milk Street  
Boston, Massachusetts

Dear Mr. Linnehan:

Just a few things I'd like to inform you of. Back in September, the first to be exact, I moved into Academy Homes Section II. Previous to my moving I was given an inspection tour of my apartment, and all the complaints were noted and agreed to be taken care of prior to moving in.

I paid a security deposit of \$178.00 and I now pay \$110.00 monthly. This amount in itself should afford me the benefits of a clean, decent apartment instead of being aggravated by :

1. Leaking ceilings - due to rain damage
2. Freezing- due to no weather stripping on doors or windows.  
(glass sliding door, while poorly constructed blows my drapes- consequently cold kitchen and cold floors)
3. Oven door has never been fixed so that it doesn't stay open and has subjected myself and my daughter to several burns.
4. Bathroom tub was fixed so that water would stay in the tub, but repaired faultily so that again the water runs out before your bath is completed.
5. Walls in my daughter's room are so badly rain damaged that they are peeling and the room smells of wet cement.
6. Spiders! Well now lets see, I think by the study of Biology I've seen just about every breed except poisonous spiders. Oh, yes, they exterminated but it did no good.
7. While we are on the subject of animal life, THE MICE, well they are so friendly that they watch the 11:30 movie with me.
8. Let's go back into the kitchen where the sink and bottom cabinets come in. They're cracking away from the wall. Thank God no roaches or they would have an ideal hiding place between wall and sink.
9. There is supposed to be a border around the top of the walls, where they connect to the ceiling- no border-so that if the parlor light is on and my room is in darkness, the light streams in through the opening between wall and ceiling.
10. Faucet- Well they fixed the kitchen faucet and replaced it with a new one, but only after it completely came out and water was one inch deep on the floor.
11. The use of washing machines-- This is so far fetched. No machines or dryers are in operation for the tenants, so would you be so kind as to tell me what I am supposed to do with dirty clothes

for myself and three children, and of course linen from four beds.

I am sure you've heard complaints from several tenants regarding the hallways, hall windows and stairs. When are they to be finished? When are the windows to be cleaned?

The view from my kitchen window is really obnoxious. Do we have to look at overstuffed trash disposals in the front of our building? Do we have to see trash on the ground?

Now that my membership has been paid into this co-op plan, when are we supposed to have the tenants meetings?

Is Development Corporation of America afraid that if these irate tenants get together there would be no rent paid? Is Development Corporation of America afraid that when these tenants get together and compare notes there would be an uprising? The Development Corporation of America has a lot to think about.

If this development were constructed in Newton, Needham, or some of the wealthy neighborhoods, I'm sure Development Corporation of America would never have gotten away with faulty material and construction that went into the building of Academy II.

Being subjected to thorough screening, credit report and social standing, and being made to wait for acceptance into Academy II, I would think that I would be given an apartment far better than what I moved into.

In another five or six years these places are not going to be fit to live in, nor will they be standing up, and Development Corporation of America is not going to take the blame.... The NEGRO tenants will be accused of making it "slum housing", is this fair???

Well now I'm sure you know exactly how at least one of your tenants feel.

cc: Alan Monroe, Community Management, Inc.  
George redgate, F.H.A.  
Sam Thompson, B.R.A.  
Del Sacks, Freedom House, Inc.

Roxbury, Massachusetts  
November 30, 1967

12/4/67  
JH.  
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Development Corporation of America  
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REPRO  
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REPRO  
COPY

REPRO  
COPY

REPRO  
COPY

Mr. James Linnehan

November 30, 1967

-2-

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Page 1

PROPERTY, UNDERSTANDING

cc to  
Alon Monroe  
Community Management, Inc

George Redgate  
Federal Housing Administration

Sam Thompson  
Boston Redevelopment Authority

Del Sacks  
Freedom House, Incorporated

XERO  
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THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO